

State of Connecticut
Office of the Attorney General
First Addendum to RFP No. #2008-07 [401(a) & 403(b) Plans]
Representation of the State Employees Retirement Commission and the
Office of the State Comptroller
September 9, 2008

We have received the following questions in regard to this RFP. In accordance with the procedures described in the RFP, we provide a response in this First Addendum to the RFP.

Question: Please identify the former administrator and the current administrator.

Answer: The former 401(a) administrator is TIAA-CREF and the current administrator is ING. The former 403(b) administrators were TIAA-CREF, MetLife, Fidelity, Oldham Resources, the Hartford and ING, and the current administrator is ING.

Question: Is it acceptable to present a proposal for the 403(b) plan services without also presenting a plan for the 401(a) services?

Answer: No.

Question: Can we assume that if this dispute reaches litigation, a different or amended contract will be awarded extending the time of the contract and possibly the maximum amount?

Answer: Yes.



ATTORNEY GENERAL STATE OF CONNECTICUT

Request for Proposals

The State of Connecticut, Office of the Attorney General, is seeking proposals to provide certain legal services involving representation of the State of Connecticut, the State Employees Retirement Commission and the State Comptroller concerning a dispute with the former administrator of the State's Alternate Retirement Plan, a 401(a) defined contribution plan and regarding transfer of annuity contracts and custodial accounts in the State's 403(b) Plan from previous vendors to a single administrator in compliance with IRS regulations.

PROPOSALS ARE DUE BY **September 15, 2008**, at 4:30 p.m. local time.

This RFP is available online at www.ct.gov/ag, Office of the Attorney General under the heading "Hot Topics."

Richard Blumenthal, Attorney General

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REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF THE ATTORNEY GENERAL

**Representation of the State Employees Retirement
Commission and Office of the State Comptroller
RFP#2008-07 [401(a) & 403(b) Plans]**

The Attorney General of Connecticut, Richard Blumenthal, pursuant to Conn. Gen. Stat. § 3-125, invites proposals from appropriately qualified law firms to represent the State of Connecticut, under supervision of the Attorney General, to provide legal representation and advice to the State Employees Retirement Commission concerning a dispute with the former administrator of the State's Alternate Retirement Program, a 401(a) defined contribution plan, and to provide legal representation and advice to the Office of the State Comptroller, trustee of the State's 403(b) plan, regarding transfer of investments in annuity contracts and custodial accounts to a single administrator in compliance with IRS regulations. The required services are further described in "Section 1: Scope of Services" of Appendix A to this RFP. Total compensation will not exceed \$150,000.

Proposals must be received by the Office of the Attorney General by 4:30 p.m., local time, on September 15, 2008. The Attorney General may invite some law firms to attend an interview shortly thereafter.

An evaluation committee will evaluate the proposals in accordance with the Selection Criteria set forth in this RFP, which explains other terms and requirements. The selected law firm must enter into a contract with the Office of the Attorney General, substantially in the form of the draft contract set out in Appendix A. The Attorney General encourages minority, women-owned and disadvantaged businesses to apply.

All communication with the Attorney General's Office must be undertaken only as specified in this RFP.

RICHARD BLUMENTHAL, Attorney General

Selection Criteria

The evaluation committee will evaluate firms on the basis of their written responses to this RFP, additional written information requested by the Office of the Attorney General and, possibly, oral interviews. The goal of the evaluation will be to select the firm which provides the best qualifications and reasonable rates and demonstrated efficiency in providing counsel. The goal of the evaluation will be to select the firm which shows the strongest ability to resolve the current dispute effectively and successfully and to provide meaningful assistance to the Comptroller in implementing transfer of the 403(b) plan investments. The following non-exclusive factors will be considered in making that determination:

Selection Criteria

- Depth and quality of experience in representation of public defined contribution plans.
- Depth and quality of experience in fiduciary oversight of public defined contribution plans, knowledge of IRS requirements for qualification and administration of Section 401(a) plans, familiarity with group and individual annuity contracts, knowledge of requirements for transfer of annuity contracts in 403(b) plans, and litigation experience involving such plans.
- Qualifications of personnel, including the experience and availability of lead attorneys and breadth and depth of other partners, associates and professionals available to provide the requested services.
- Results of reference checking.
- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges.
- Demonstrated ability to work closely and cooperatively with clients in meetings and negotiation sessions.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.
- The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation does not concern the State's defined contribution or defined benefit plans, the State Employees Retirement Commission or the Office of the State Comptroller. All potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

Instructions to Law Firms

Proposal Schedule

Release of RFP:

August 13, 2008

Proposals due:

September 15, 2008

I. From the date the Office of the Attorney General issues this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to Associate Attorney General Joseph Rubin, at Office of the Attorney General, 55 Elm Street, Hartford, CT 06106, or via email at Joseph.Rubin@po.state.ct.us. Interested parties should submit questions no later than September 4, 2008. Answers will be posted by September 9, 2008. Late questions may not receive answers. The Office of the Attorney General will answer questions only in the form of one or more addenda to this RFP, and post them on its website, www.ct.gov/ag, under "Hot Topics." Proposers have the responsibility to review that location for any addenda to this RFP.

For technical questions only, concerning issues or problems with access to or downloading of this RFP and associated information from the website, proposers may contact Mr. Scott Eliasson by e-mail at scott.eliasson@po.state.ct.us.

II. Sealed Proposals

Proposals, with an original and four copies, plus three copies of the proposal on CD-Rom, may be submitted in a SEALED envelope or carton, clearly marked with RFP Number 2008-07, [401(a) and 403(b) Plans], the date, and the name and address of the law firm. Responses must be received by September 15, 2008 at **4:30 p.m. local time**, delivered to:

State of Connecticut
Office of Attorney General
Attn. Associate Attorney General, Joseph Rubin
RFP No. 2008-07 [401(a) & 403(b) Plans]
55 Elm Street
Hartford, CT 06106.

Postmark dates will not be considered as the basis for meeting any submission deadline. Late responses will not be considered and will be sent back unopened. Proposals will not be publicly opened on the due date.

III. Submission of Proposals

A. To be considered, all submissions must include all of the following:

1. Cover letter addressed to the Attorney General, signed by an individual authorized to enter into a contract with the State on behalf of the firm.
2. Three copies of a CD-ROM containing the entire proposal in a format compatible with Microsoft Word, current version, and affording the user the capability of searching its contents. Attached forms which have not been provided in Word and not be converted to Word nor searchable.
3. Responses to the questions asked and information requested in this RFP, including the representations required in Special Terms and

Conditions numbers 12 (Independent Price Determinations) and 13 (Offer of Gratuities), proposed rate and any other information relevant to the selection criteria.

4. The following completed forms. These forms are redundant in certain areas, but since each form satisfies a solicitation/contracting requirement of the State, the redundancy cannot be avoided at this time:

- a. Ethics Form – Gift and Campaign Contribution Certification, Attached as Appendix B
- b. Agency Vendor Form (SP-26NB), attached as Appendix C;
- c. W-9 Form, available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- d. CHRO Employment Information Form, attached as Appendix D, [or provide your firm's federal EEO-1 Form];
- e. Consulting Agreement Affidavit, OPM Form 5, attached as Appendix E. Contemporaneous with delivery of the executed Contract, the selected law firm must also submit an updated OPM Form 5, signed the same date as the Contract.
- f. Nondiscrimination Certification, attached as Appendix F.

B. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.

IV. Authorized Signatures

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number of individuals with authority to bind the law firm and of persons who may be contacted to clarify information provided.

V. Information Required in the Proposal

A. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each attorney. The members of the proposed team are to be the only people from the firm who will work on these matters, unless this Office subsequently gives written approval for other named individuals to work on these matters.

B. Explain the firm's qualifications in light of the Selection Criteria detailed above.

C. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in this matter.

D. If you find any term or provision of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.

E. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.

F. Include a detailed and specific fee proposal. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).

G. Provide names and contact information of three client references for whom you have performed services reasonably comparable to those sought in this RFP.

Terms and Conditions

1. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

2. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract. The total cost of this contract should not exceed \$150,000.00, and the duration of the contract will not exceed one year. If any proposer feels that a different maximum amount is appropriate, it should so state, with full explanation, in its proposal.

3. Amendment or Cancellation of this RFP

The Attorney General's Office reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

4. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date unless specifically requested by the Attorney General's Office. The Attorney General's Office, at its option may seek law firm retraction and/or clarification of any discrepancy or contradiction found during review of the proposals.

5. Law Firm Presentation of Supporting Evidence

Law firms must be prepared to provide evidence of experience, performance, ability, financial resources or other items as the Attorney General's Office deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

6. Law firm Misrepresentation or Default

The Attorney General's Office may reject the proposal and void any award resulting from this RFP to a law firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

7. Erroneous Awards

The Attorney General's Office reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the Contract award accordingly. In addition, the Attorney General's Office reserves the right to re-evaluate proposals and the award of the Contract in light of information either not previously known or otherwise not properly disclosed prior to Contract award. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a law firm and subsequently awarding the Contract to another law firm.

Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office since the Contract with the initial

law firm would be deemed void and of no effect as if no contract ever existed between the Attorney General's Office and such law firm.

8. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

9. Validation of Proposals

The proposal must be signed by an authorized official and shall be a binding commitment which the Attorney General's Office may incorporate, in whole or in part, by reference or otherwise, into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the law firm the Contract.

10. Execution of Contract and Related Requirements

(a) This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a law firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Attorney General's Office and the selected law firm. If the Attorney General's Office and the initial selected law firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the Attorney General's Office, then the Attorney General's Office may commence and conclude contract negotiations with other proposers. The Attorney General's Office may decide at any time to start this RFP process again.

(b) Conn. Gen. Stat. § 4-252 requires that this RFP include a notice of the certification requirements described in this statute. Accordingly, pursuant to this statute, firms are notified as follows:

(1) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section 10(b) shall have the meanings set forth in this statute.

(2) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section 10(b). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(3) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(A) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (i) such person, firm, corporation, (ii) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (iii) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (I) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (II) any public

official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(B) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(C) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(4) Any bidder or proposer that does not make the certifications required under section 10(b)(3) shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(5) The "planning date" for purposes of the Contract is June 1, 2008. The Office of Policy and Management has provided a Gift and Campaign Contribution Certification (OSC Ethics Form) to satisfy the requirements of this statute. The law firm must execute the Contract and OSC Ethics Form, attached as Appendix D, contemporaneously and must deliver them together to the Attorney General's Office.

(c) Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:

(1) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (2) of this section.

(2) The chief official of the vendor awarded a contract described in section 10(c)(1) or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (i) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (ii) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (iii) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted.

(3) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement.

(4) Such affidavit shall include the name of the consultant, the consultant's firm, the basic

terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

(5) An OSC Form to satisfy the requirements of this statute has been provided. Accordingly, the law firm must deliver this Form, attached as Appendix E, together with its proposal and then deliver an updated Form dated the date that the law firm executes the Contract. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(6) If a vendor refuses to submit the affidavit required under section 10(c)(2), then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

(7) This section 10(c) is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

(d) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors executing state contracts with a value to the State of \$50,000 or more in a calendar or fiscal year shall execute a **Gift and Campaign Contribution Certification (OSC Form)** contemporaneously with the contract certifying that during the two years preceding the execution of the contract neither the contract signatory nor any principals nor key personnel of the contractor who participated directly, extensively and substantially in the preparation of the proposal or in the negotiation of the contract gave a contribution to candidates for statewide public office or the General Assembly. The law firm must execute the Contract and this Form, attached as Appendix D, contemporaneously and must deliver them together to the Attorney General's Office.

(e) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors are required to submit a contract certification (annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OSC Form) for this purpose, attached as Appendix D. The first of these OSC Form certifications is due on the first annual anniversary date of the execution of the Contract and then every succeeding annual anniversary date during the time that the Contract is in effect, including the first anniversary date following the termination or expiration of the Contract or conclusion of the services.

(f) Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are included in such contractor's contract pursuant to said statutes. Copies of two certification forms (one for businesses and one for individuals) that will satisfy these requirements are attached to this RFP as Appendix E. The applicable certification form must be signed by an authorized signatory of the Proposer and submitted to the Attorney General's Office at the time of contract execution.

11. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by law firms with any State agency or

employee will be disregarded in any State proposal evaluation or associated award.

12. Independent Price Determinations

In the proposals, law firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the law firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
- c) No attempt has been made, or will be made, by the law firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13. Offer of Gratuities

The law firm must represent that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Attorney General's Office if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the law firm, the law firm's agent(s), representatives(s) or employees(s). Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office.

14. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the law firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the Attorney General's Office. No person or entity, other than the law firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the Attorney General's Office.

15. Freedom of Information

The Office of the Attorney General is a public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a

contract is complete, and any completed contract will be considered public information. The Attorney General's Office has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Attorney General's Office have any liability for the disclosure of any documents or information in its possession which the Attorney General's Office believes are required to be disclosed pursuant to the FOIA or other requirements of law.

16. Conformance with Federal, State and Other Requirements

In the Contract, the law firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

17. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

18. Americans with Disabilities Act

The law firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

19. Affirmative Action and Contract Compliance Reporting

Law firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to these RFP specifications, weight may also be given to law firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

20. Campaign Contribution and Solicitation Ban

With regard to a State contract, as defined in Public Act No. 07-1, having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the proposal in response to this RFP expressly acknowledges receipt of the State Elections Enforcement Commission's notice, SEEC Form 11, advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice is SEEC Form 11 and is attached as an appendix to the Contract.

**APPENDIX A
TO REQUEST FOR PROPOSALS**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL A N D**

This Agreement is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, Richard Blumenthal duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 55 Elm Street, Hartford, CT 06106 and _____, (the "Counsel") acting by _____, with its principal place of business at _____.

WITNESSETH:

WHEREAS, the ATTORNEY GENERAL, pursuant to Section 3-125 of the General Statutes of the State of Connecticut, has general supervision over all legal matters except those legal matters over which prosecuting authorities have direction; and

WHEREAS, all legal services required by the various officers, departments, and boards, specified in Section 3-125 of the General Statutes of the State of Connecticut, are to be performed by the ATTORNEY GENERAL or under his direction; and

WHEREAS, pursuant to Section 3-125 of the General Statutes of the State of Connecticut, the ATTORNEY GENERAL may procure such assistance as he may require, and

WHEREAS, the ATTORNEY GENERAL requires the professional services of an attorney at law to assist in the legal representation of the State of Connecticut, the State Employees Retirement Commission and the Office of the State Comptroller in connection with a dispute with a prior administrator of the State's Alternate Retirement Program, and 401(a) plan and administrative matters concerning the State's 403(b) Plan; and

WHEREAS, the nature of the required legal services is such that the ATTORNEY GENERAL has determined that specialized counsel would be beneficial to the State of Connecticut;

WHEREAS, the professional services of the COUNSEL have been made available to the ATTORNEY GENERAL for the above stated purposes; and

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1 The services to be performed by the COUNSEL shall consist of the following:

(a) Representation of the State Employees Retirement Commission ("SERC") concerning dispute with former administrator that refused fiduciary's demand to transfer plan assets in the State's Alternate Retirement Program, a defined contribution plan under Section 401(a) of the Internal Revenue Code, to plan's current third party administrator.

(b) Further, representation of the Office of the State Comptroller concerning the transfer of assets in the State's 403(b) Plan from previous vendors to a single administrator and implementation of appropriate methods to effect transfer of group and individual annuity contracts and custodial accounts in compliance with IRS 403(b) regulations.

(c) Advising SERC as to validity of prior administrator's claim that it is prohibited from mapping 401(a) plan assets invested in its group and individual annuity products to new investment platform selected by the Plan fiduciary unless participants individually consent to such transfer, and whether prior vendor's annuity products, to extent they interfere with plan fiduciary's control over plan assets and administration, are inappropriate investment vehicles for trustee 401(a) plans.

(d) Rendering advice as to named fiduciary's right to control investment choices in participant-directed Section 401(a) money purchase plan and options to effect transfer of plan assets from so-called "individual annuity" contracts issued by previous third party administrator to new investment platform following change in plan's third-party administrator.

(e) Rendering legal advice as to prior administrator's status as fiduciary and its potential liability for refusing to transfer plan assets to new investment platform as directed by SERC.

(f) Review, analysis, investigation and research necessary to carry out the Services.

(g) Preparing, writing, and providing to the ATTORNEY GENERAL, the State Employees Retirement Commission, and the Office of the State Comptroller all documents in electronic, magnetic, paper or other form which the Counsel or ATTORNEY GENERAL deem to be necessary or appropriate to carry out the Services.

(h) Negotiating and or engaging in mediation with the approval of the ATTORNEY GENERAL, the State Employees Retirement Commission or the State Comptroller with any and/or all of parties necessary to carry out the Services. No settlement discussion may be conducted, settlement offer proposed or settlement entered into without the approval of the State Employees Retirement Commission and/or the State Comptroller.

(i) Making all court appearances and filings and representing the State in all actions, pending or threatened, suits, claims, investigations, legal or administrative, mediation or arbitration proceedings, whether in law or in equity, in any forum (collectively "Actions") as determined to be necessary and/or appropriate in consultation with the ATTORNEY GENERAL, the State Employees Retirement Commission, and the Office of the State Comptroller

(j) Providing all necessary paralegal, clerical, and other support.

(k) Being available upon reasonable request to consult with the members of the State Employees Retirement Commission and staff of the Office of the State Comptroller.

(l) Performing all tasks under this contract in coordination with the ATTORNEY GENERAL, State of Employees Retirement Commission, and the State Comptroller and their staffs.

(m) Performing and carrying out any and all other actions and services in order to achieve the stated objectives.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL shall be _____, Assistant Attorney General and his successors in office, whose address and telephone number are as follows:

Office of the Attorney General
55 Elm Street
Hartford, CT 06106
Telephone: (860) ____ - ____ - ____
____ Fax: (860) ____ - ____
email: _____ @po.state.ct.us

2.2 The person in charge of administering this Agreement on behalf of the State Employees Retirement Commission and the Office of the State Comptroller shall be Margaret E. Haering, Assistant Director, Retirement & Benefit Services Division, whose address and telephone number are as follows:

Office of the State Comptroller
55 Elm Street
Hartford, CT 06106
Telephone: (860) 702-3486
Fax: (860) 702-3489.

2.3. The person in charge of administering this Agreement on behalf of COUNSEL shall be _____, whose address and telephone number are as follows:

NAME
TITLE
ADDRESS
ADDRESS
Telephone: _____
Fax: _____
e-mail: _____

2.4 The professional staff members of COUNSEL primarily responsible for the performance of this Agreement are _____. The COUNSEL may not change these individuals without the prior written consent of the ATTORNEY GENERAL's OFFICE.

2.5 Within seven days after receiving a request by ATTORNEY GENERAL's OFFICE, the COUNSEL shall remove from assignment to this Agreement any specified professional or other staff and, at the ATTORNEY GENERAL's OFFICE request, shall augment the remaining staff with such other staff as is acceptable to the ATTORNEY GENERAL's OFFICE.

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The ATTORNEY GENERAL's OFFICE agrees to compensate the COUNSEL for Services solely in accordance with the following hourly rate schedule:

- (a) Partners _____
- (b) Associates _____
- (c) Paralegals _____

The above hourly rates shall be charged only for actual time spent rendering such Services; the COUNSEL shall not "round off" time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. ATTORNEY GENERAL's OFFICE shall not be charged for any other time expended by the COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL's OFFICE and the OFFICE OF THE STATE COMPTROLLER. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL's OFFICE, COUNSEL must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL's OFFICE, or his designee may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as he deems to be necessary or appropriate. The COUNSEL shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by this Section and subsections 3.3, 3.5, 3.6, 3.10, 8.1 and 8.3. All bills must be sent to **Office of the Attorney General-Business Office, 55 Elm Street, Hartford, Connecticut 06106-1774.**

3.3 Within twenty days of execution of this Agreement, the COUNSEL shall submit to the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission and the Office of the State Comptroller for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the Services, the COUNSEL shall submit to the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission, and the OFFICE OF THE STATE COMPTROLLER for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the COUNSEL shall consult with the ATTORNEY GENERAL's OFFICE or his designee, for the purpose of (1) revising the Services; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL's OFFICE and the OFFICE OF THE STATE COMPTROLLER, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The COUNSEL will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The ATTORNEY GENERAL's OFFICE agrees to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls,

and transcript or deposition costs. The ATTORNEY GENERAL's OFFICE shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission, and the OFFICE OF THE STATE COMPTROLLER. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL's OFFICE or his designee.

3.5 The COUNSEL shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL's OFFICE. Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL's OFFICE or his designee at on or before the third business day following the date of his written request. The ATTORNEY GENERAL's OFFICE shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The COUNSEL shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL's OFFICE or OFFICE OF THE STATE COMPTROLLER concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL's OFFICE and OFFICE OF THE STATE COMPTROLLER, compensation for communication between or among attorneys and/or staff within the COUNSEL'S law firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details.

3.7 Absent the consent of the ATTORNEY GENERAL's OFFICE or his designee, the COUNSEL shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL's OFFICE or his designee, the COUNSEL shall be compensated only for the time of the most senior attorney in attendance or participating.

3.8 The COUNSEL shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of memoranda or other correspondence, preparation of information binders, notebooks, photocopying and coordinating the schedules of others.

3.9 The ATTORNEY GENERAL's OFFICE shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 Maximum payments under this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) and the duration of the contract will not exceed 1.5 years.

If any proposer feels that a different maximum amount is appropriate, it should so state, with full explanation, in its proposal..

3.11The ATTORNEY GENERAL's OFFICE shall have the right, without the need of prior notice to the COUNSEL, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General Deputy or legal counsel for the OFFICE OF THE STATE COMPTROLLER, where he finds, in his sole discretion, that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract by the ATTORNEY GENERAL's OFFICE.

3.12Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the COUNSEL in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL's OFFICE without the prior written approval of the ATTORNEY GENERAL's OFFICE or his designee.

SECTION 4: TERMINATION

4.1 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL's OFFICE, through a duly authorized employee, may terminate the Agreement whenever the ATTORNEY GENERAL's OFFICE makes a written determination that such termination is in the best interests of the State, and such action shall in no event be deemed a breach of contract. The ATTORNEY GENERAL's OFFICE shall notify the COUNSEL in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the COUNSEL must complete performance of the Services prior to such date.

4.2 Upon receipt of a written notice of termination from the ATTORNEY GENERAL's OFFICE, the COUNSEL shall cease operations as directed by the ATTORNEY GENERAL's OFFICE in the notice, and take all actions that are necessary or appropriate, or that the ATTORNEY GENERAL's OFFICE may reasonably direct, for the protection and preservation of the Records, as that term is defined in the Indemnification Section of this Agreement. Except for any work which the ATTORNEY GENERAL's OFFICE directs the COUNSEL to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the COUNSEL shall terminate or conclude all existing subcontracts.

4.3 In the case of any termination, the ATTORNEY GENERAL's OFFICE shall, within forty-five (45) days of final billing after the effective date of termination, pay the COUNSEL for its performance rendered and accepted by the ATTORNEY GENERAL's OFFICE, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the COUNSEL was required to complete by the notice. However, the COUNSEL is not entitled to receive and the ATTORNEY GENERAL's OFFICE is not obligated to tender to the COUNSEL any payments for anticipated or lost profits.

4.4 Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

4.5 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL's OFFICE.

4.6 Upon receipt of written notification from the ATTORNEY GENERAL's OFFICE of termination, the COUNSEL shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL's OFFICE or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The COUNSEL shall assemble and deliver to the ATTORNEY GENERAL's OFFICE all Records in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL's OFFICE or his designee as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.

4.7 The COUNSEL, on sixty (60) days' prior written notice to the ATTORNEY GENERAL, may terminate this Agreement.

4.8 On the effective date of COUNSEL's termination, the COUNSEL shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The COUNSEL shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format, such as, but not limited to, ASCII or .TXT, but no later than the fifteenth day following the transmittal of the written notice, together with a description of the cost of the Services performed and expenses reasonably incurred.

4.9 If COUNSEL terminates this Agreement, COUNSEL shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the date of termination.

SECTION 5: TIME OF PERFORMANCE

5.1 The COUNSEL shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission, and the OFFICE of the STATE COMPTROLLER.

5.2 This Agreement will run from its effective date until the tasks set forth in the Scope of Services Section of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission, and the OFFICE of the STATE COMPTROLLER, or unless sooner terminated in accordance with the Termination and Cancellation Sections of this Agreement, but in no event beyond October 15, 2009, unless otherwise amended.

SECTION 6: SETOFF

6.1 In addition to all other remedies that the ATTORNEY GENERAL's OFFICE may have, the ATTORNEY GENERAL in his sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the COUNSEL's unexcused non-performance under the Agreement and under any other agreement or arrangement that the COUNSEL has with the State and (2) any other amounts that are due or may become due from the State to the COUNSEL, against amounts otherwise due or that may become due to the COUNSEL under the Agreement, or under any other agreement or arrangement that the COUNSEL has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the COUNSEL's breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: CROSS DEFAULT

7.1 If the COUNSEL breaches, defaults or in any way fails to perform satisfactorily under the Agreement, then the ATTORNEY GENERAL may, in his sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the COUNSEL has with the ATTORNEY GENERAL. Accordingly, the ATTORNEY GENERAL may then exercise at his sole option any and all of its rights or remedies provided for in the Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL, as if the COUNSEL had suffered a breach, default or failure to perform under the Other Agreements.

7.2 If the COUNSEL breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the ATTORNEY GENERAL or the State, then the ATTORNEY GENERAL may, in his sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL OFFICE, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the ATTORNEY GENERAL may then exercise at his sole option any and all of its rights or remedies provided for in the Other Agreements or the Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL or the State, as if the COUNSEL had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 The COUNSEL represents and warrants to the ATTORNEY GENERAL for itself and for the COUNSEL Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

- (a) the Counsel is duly and validly existing under the laws of its state of organization and is authorized to provide the requested services to the State of Connecticut in the manner contemplated by the Agreement. Further, it has taken all necessary action

to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;

- (b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;
- (c) the execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) Counsel and Counsel Agents have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) Counsel and Counsel Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) Counsel and Counsel Agents have not within the three years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;
- (h) to the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the COUNSEL that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;
- (i) it shall disclose, to the best of its knowledge, to the ATTORNEY GENERAL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten

(10) days after becoming aware or after they should have become aware of any such Claims;

- (j) its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (k) the proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;
- (l) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (m) it owes no past due unemployment compensation contributions;
- (n) it is not delinquent in the payment of any taxes owed to the State of Connecticut.
- (o) it shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The COUNSEL shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.
- (p) During the course of this Agreement, the COUNSEL shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut, the ATTORNEY GENERAL OFFICE, the State Employees Retirement Commission, or the OFFICE OF THE STATE COMPTROLLER or create an appearance of impropriety.
- (q) The COUNSEL will not knowingly enter into or retain any business relationships or enterprise in which an employee of the ATTORNEY GENERAL OFFICE, the State Employees Retirement Commission, or the OFFICE OF THE STATE COMPTROLLER holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL's OFFICE.

8.2 The COUNSEL acknowledges that the ATTORNEY GENERAL has relied upon all of COUNSEL'S representations in its Proposal in response to the ATTORNEY GENERAL's Request for Proposals concerning this matter, and all further information supplied to the ATTORNEY GENERAL in writing thereafter, all of which is designated as Appendix ___ to this contract and incorporated herein by reference.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the ATTORNEY GENERAL OFFICE or his designee, the COUNSEL will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The COUNSEL, upon the request of the ATTORNEY GENERAL OFFICE or his designee, shall give to the ATTORNEY GENERAL OFFICE or his designee all original documentation, or, in the sole discretion of the ATTORNEY GENERAL OFFICE or his designee, copies thereof, prepared in the course of, or arising out of, the COUNSEL'S performance of the Services. The COUNSEL shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representation and Warranties Section of this Agreement, for a period of six (6) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 COUNSEL shall secure and maintain at its own cost and expense for the duration of the Agreement, a professional liability insurance policy in a form acceptable to the ATTORNEY GENERAL in the minimum amount of Five Million dollars (\$5,000,000) with a deductible not to exceed Two Hundred Fifty dollars (\$250,000). This policy shall insure the COUNSEL against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the COUNSEL on and after the effective date of, and under the terms of, this Agreement. The COUNSEL may, at its election, obtain a policy containing a maximum (\$250,000) deductible clause, but if so, the COUNSEL shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than thirty (30) days after the effective date of this Agreement, the COUNSEL shall furnish to the ATTORNEY GENERAL on a form or forms acceptable to the ATTORNEY GENERAL, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the ATTORNEY GENERAL for the insurance policy or policies required in the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 11: INDEMNIFICATION

- 11.1 The COUNSEL shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the COUNSEL or COUNSEL Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The COUNSEL shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The COUNSEL's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of

the Agreement.

11.2 The COUNSEL's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the COUNSEL is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

11.3 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

11.4 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

11.5 The term "COUNSEL Agents" means the COUNSEL's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the COUNSEL is in privity of oral or written contract and the COUNSEL intends for such other person or entity to perform under the Agreement in any capacity.

11.6 The term "Records" means all working papers and such other information and materials as may have been accumulated by the COUNSEL or COUNSEL Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form

11.7 The COUNSEL shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the COUNSEL arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the ATTORNEY GENERAL or his designee.

SECTION 12: CHANGES TO THIS AGREEMENT

12.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, must be in writing and executed by all the parties to this Agreement in order to be enforceable.

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the COUNSEL shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in

adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission, and THE OFFICE OF THE STATE COMPTROLLER.

13.2 The personnel shall not be employees of or have any contractual relationship with the ATTORNEY GENERAL's OFFICE, the State Employees Retirement Commission and THE OFFICE OF THE STATE COMPTROLLER.

13.3 All the Services shall be performed by the COUNSEL or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 14: NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

14.1 References in this Section to "contract" shall mean this Agreement and references to "contractor" shall mean the COUNSEL.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of subsection (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

SECTION 15: CERTAIN STATE ETHICS REQUIREMENTS

15.1. For all State contracts as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions, and will inform its principals of the contents of the notice. The notice, Form 11, is attached to this Agreement as Appendix A.

15.2 Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the COUNSEL must submit a contract certification annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OSC Form) for this purpose, attached as Appendix B. The first of these OSC Form certifications is due on the first annual anniversary date of the execution of this Agreement and then every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of the Agreement in order for the COUNSEL to satisfy its obligation to submit the last certification.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

16.1 The COUNSEL shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the COUNSEL'S request, the ATTORNEY GENERAL'S OFFICE shall provide a copy of these orders to the COUNSEL. .

SECTION 17: CONFIDENTIALITY

17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the COUNSEL under this Agreement are confidential, and the COUNSEL shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL or his

designee.

17.2 The ATTORNEY GENERAL will afford due regard to any request of the COUNSEL for the protection of proprietary or confidential information which the ATTORNEY GENERAL receives from the COUNSEL. However, all materials associated with the Agreement may be subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the COUNSEL may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the COUNSEL believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the COUNSEL that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, especially including the Records, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. The ATTORNEY GENERAL shall not have any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The COUNSEL shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the ATTORNEY GENERAL or the State have any liability for the disclosure of any documents or information in its possession which the ATTORNEY GENERAL believes are required to be disclosed pursuant to the FOIA or other requirements of law.

SECTION 18: MISCELLANEOUS

SECTION 18: MISCELLANEOUS

18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The COUNSEL shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written.

18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

18.6 The ATTORNEY GENERAL and the COUNSEL shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the COUNSEL, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the COUNSEL, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

18.7 The COUNSEL shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the ATTORNEY GENERAL's prior written approval.

18.8 The COUNSEL shall notify the ATTORNEY GENERAL in writing no later than ten (10) days from the effective date of any change in (1) its certificate of incorporation or other organizational document, or (2) a controlling interest in the ownership of the COUNSEL. No such change shall relieve the COUNSEL of any responsibility for the accuracy and completeness of the performance. The COUNSEL shall deliver such documents to the ATTORNEY GENERAL in accordance with the terms of the ATTORNEY GENERAL's written request. The ATTORNEY GENERAL may also require, and the COUNSEL shall deliver, a financial statement showing that solvency of the COUNSEL is maintained.

18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

18.10 The COUNSEL shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but

is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for six years after the termination of this Agreement and shall be made available and furnished upon request to the ATTORNEY GENERAL or his designee on or before the tenth business day following the date of the written request. The COUNSEL will cooperate fully with any and all audit or review of billing by the ATTORNEY GENERAL or any other agency, person, or entity acting on behalf of the ATTORNEY GENERAL or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

18.11 The COUNSEL shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.

18.12 The COUNSEL shall be responsible for the entire performance under the Agreement. The COUNSEL shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The COUNSEL is solely and completely responsible for adherence by the COUNSEL Agents to all applicable provisions of the Agreement.

18.13 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle the COUNSEL to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL or the State of Connecticut or any department or agency thereof to any Claims.

18.14 If a disagreement arises between the parties to this Agreement as to whether or not the COUNSEL has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the COUNSEL'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the COUNSEL shall, within five days of the posting of notice by the ATTORNEY GENERAL or his designee to the COUNSEL, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting COUNSEL'S rights under the Termination and Cancellation Section of this Agreement.

18.15 Unless the ATTORNEY GENERAL designates otherwise in writing, all Records generated or collected by the COUNSEL, the COUNSEL'S agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.

18.16 The COUNSEL acknowledges that the ATTORNEY GENERAL has relied upon all of COUNSEL'S representations in its proposal, submitted in response to the ATTORNEY GENERAL'S Request for Proposals concerning this matter and all subsequent information supplied to the ATTORNEY GENERAL in writing thereafter, as the basis for entering into this Agreement with the COUNSEL. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the ATTORNEY GENERAL may, in his sole discretion, waive or afford the COUNSEL the opportunity to cure in accordance with the written notice of such breach sent to the COUNSEL.

18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

18.18 The parties acknowledge and agree that nothing in the ATTORNEY GENERAL's request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any express delivery service, in either case addressed to the persons identified in the Agreement Administration Section of this Agreement, or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the ATTORNEY GENERAL:

Office of the ATTORNEY GENERAL
Attention: _____
55 Elm Street
Hartford, CT 06106

If to the COUNSEL:

Attention: _____

18.19 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

18.20 Time is of the essence in this Agreement.

18.21 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed five (5) counterparts of this Agreement.

Date

By: _____

STATE OF CONNECTICUT

Date

By: _____
Richard Blumenthal
Attorney General

APPENDIX B

**State of Connecticut
Office of the Attorney General**
Campaign Contribution Certification

Pursuant to Sections 4-250 of the General Statutes a Campaign Contribution Certification must accompany all state contracts with a value in excess of \$50,000.00 in a fiscal or calendar year.

I, _____ (name and title) as the company official authorized to execute the attached contract, certify that in the two years preceding the execution on this contract, neither I nor a principal or key personnel of the _____ (company name) who participated directly, extensively and substantially in the negotiation of this contract, nor any agent of the above gave a contribution to a candidate for statewide public office or the General Assembly, as defined by C.G.S. §9-333b, except those listed below (include candidate name, date of contribution, contributor and amount of contribution (if an in-kind contribution please specify the nature of the contribution, i.e. food, printing, etc.):

Sworn as true to the best of my knowledge and belief, subject to the penalties for a false statement.

Signature

Print Name

Date

Subscribed and sworn before me on this ____ day of _____, 200__.

Commissioner of the Superior Court/
Notary Public

State of Connecticut
Office of the Attorney General
Gift Certification

Pursuant to Sections 4-250 and 4-252 of the General Statutes a Gift Certification must accompany all state contracts with a value in excess of \$50,000.00 in a fiscal or calendar year.

I _____, (name and title) am authorized to execute the attached contract on behalf of _____ (the "Contractor"). I hereby certify that between _____ (date of RFP) and _____ (date of execution) neither I, nor principals or key personnel or any agent of the forgoing who participated directly, extensively and substantially in the preparation of this response to the request for proposal or the subsequent negotiation of this contract following the award have given a gift as defined by Section 1-79(e) of the general statutes as amended, including a gift in celebration of a major life event as defined in Section 1-79(e)(12) of the general statutes or any item of value (in excess of \$10.00) for which full payment has not been made, to a state official or employee of the Office of the ATTORNEY GENERAL who participated directly, extensively and substantially in preparation of bid solicitation or request for proposals for this contract, except the gifts listed below:

| Name of Recipient | Date of Gift | Value of Gift | Description | By whom Given |
|-------------------|--------------|---------------|-------------|---------------|
| | | | | |
| | | | | |

In addition, neither I, nor any principals or key personnel or any agent of the foregoing knows of any action by _____(company name) to circumvent the prohibition on gifts to any such public official or employee by providing for other principals, key personnel, officials, employees or agents of the Contractor to give a gift in violation of the Ethics Code.

The Contractor has made its bid on this contract without fraud or collusion with any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

| | | |
|--------------------|---------------------|---------------|
| _____ Signature | _____ Print name | _____ Date |
|--------------------|---------------------|---------------|

Subscribed and sworn before me this ____ day of _____, 200__.

Commissioner of the Superior Court/
Notary Public

**APPENDIX C
TO REQUEST FOR PROPOSALS**

STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

| | | | |
|---|--|--|---------------|
| COMPLETE VENDOR LEGAL BUSINESS NAME | | Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN <small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small> | |
| BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE) | | | |
| BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR | | | |
| NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE. BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL) | | | |
| UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) → | | | |
| UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) → | | | |
| NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION. NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED? | | | |
| VENDOR ADDRESS | | CITY STATE ZIP CODE | |
| <small>Add Additional Business Address & Contact information on back of this form.</small> | | | |
| VENDOR E-MAIL ADDRESS | | VENDOR WEB SITE | |
| REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE. REMIT ADDRESS STREET CITY STATE ZIP CODE | | | |
| CONTACT INFORMATION: NAME (TYPE OR PRINT) | | | |
| 1 ST BUSINESS PHONE: | | HOME PHONE: | |
| 2 ND BUSINESS PHONE: | | 1 ST PAGER: | |
| CELLULAR: | | 2 ND PAGER: | |
| 1 ST FAX NUMBER: | | TOLL FREE PHONE: | |
| 2 ND FAX NUMBER: | | TELEX: | |
| WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR | | | DATE EXECUTED |
| ← SIGN HERE | | | |
| TYPE OR PRINT NAME OF AUTHORIZED PERSON | | TITLE OF AUTHORIZED PERSON | |
| IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO | | | |
| IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS | | | |
| FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED) <input type="checkbox"/> E-MAIL <input type="checkbox"/> FAX <input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI | | | |
| IF EDI WAS SELECTED, GIVE US A PERSON TO CONTACT IN YOUR COMPANY TO SET UP EDI: | | | |
| NAME: | | | |
| E-MAIL ADDRESS: | | | |
| TELEPHONE NUMBER: | | | |
| FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED) <input type="checkbox"/> E-MAIL <input type="checkbox"/> FAX <input type="checkbox"/> USPS MAIL | | | |
| ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED | | | |

APPENDIX D TO REQUEST FOR PROPOSALS

CHRO EMPLOYMENT INFORMATION FORM (EEO-1 FORM MAY BE SUBSTITUTED)

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders' good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

| | |
|--|--|
| <p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p> | <p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p> |
|--|--|

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

| | |
|---|---|
| <p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p> | <p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p> |
|---|---|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

| | |
|---|---|
| Company Name Street Address City & State Chief Executive | Bidder Federal Employer Identification Number _____ Or Social Security Number _____ |
| Major Business Activity (brief description) | Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__ |
| Bidder Parent Company (If any) | - Bidder is certified as above by State of CT Yes__ No__ |
| Other Locations in Ct. (If any) | - DAS Certification Number _____ |

PART II - Bidder Nondiscrimination Policies and Procedures

| | |
|---|---|
| 1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__ | 7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__ |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__ | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__ |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__ | 9. Does your company have a mandatory retirement age for all employees? Yes__ No__ |
| 4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__ | 10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__ |
| 5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__ | 11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__ |
| 6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__ | 12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. |
| | 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ |

Part III - Bidder Subcontracting Practices

| | |
|--|--|
| 1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) | 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__ |
|--|--|

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

| JOB CATEGORY | OVERALL TOTALS | WHITE (not of Hispanic origin) | | BLACK (not of Hispanic origin) | | HISPANIC | | ASIAN or PACIFIC ISLANDER | | AMERICAN INDIAN or ALASKAN NATIVE | |
|---|----------------|-----------------------------------|--------|-----------------------------------|--------|----------|--------|---------------------------|--------|-----------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | male | female |
| Management | | | | | | | | | | | |
| Business & Financial Ops | | | | | | | | | | | |
| Computer Specialists | | | | | | | | | | | |
| Architecture/Engineering | | | | | | | | | | | |
| Office & Admin Support | | | | | | | | | | | |
| Bldg/ Grounds Cleaning/Maintenance | | | | | | | | | | | |
| Construction & Extraction | | | | | | | | | | | |
| Installation, Maintenance & Repair | | | | | | | | | | | |
| Material Moving Workers | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | |
| Total One Year Ago | | | | | | | | | | | |
| FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE) | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | |
| Trainees | | | | | | | | | | | |

PART V - Bidder Hiring and Recruitment Practices

| | | | | | | |
|--|-----|----|------------------------------------|---|--|--|
| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | | | 2. Check (X) any of the below listed requirements that you use as a hiring qualification (X) | | 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination |
| SOURCE | YES | NO | % of applicants provided by source | | | |
| State Employment Service | | | | Work Experience | | |
| Private Employment Agencies | | | | Ability to Speak or Write English | | |
| Schools and Colleges | | | | Written Tests | | |
| Newspaper Advertisement | | | | High School Diploma | | |
| Walk Ins | | | | College Degree | | |
| Present Employees | | | | Union Membership | | |
| Labor Organizations | | | | Personal Recommendation | | |
| Minority/Community Organizations | | | | Height or Weight | | |
| Others (please identify) | | | | Car Ownership | | |
| | | | | Arrest Record | | |
| | | | | Wage Garnishments | | |

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

| | | | |
|-------------|---------|---------------|-------------|
| (Signature) | (Title) | (Date Signed) | (Telephone) |
|-------------|---------|---------------|-------------|

APPENDIX E

TO REQUEST FOR PROPOSALS
State of Connecticut
Office of the ATTORNEY GENERAL
Consulting Agreement Affidavit
[OPM Form 5]

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

The bidder or vendor shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

I, _____, (name and title) hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below: **Attach additional sheets if necessary.**

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court/Notary Public

APPENDIX F

NONDISCRIMINATION CERTIFICATION

CORPORATE CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____ (signer's name), _____ (signer's title) of _____ (name of entity), an entity lawfully organized and existing under the laws of _____ (name of state or commonwealth), do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20__ by the governing body of _____ (name of entity), in accordance with all of its documents of governance and management and the laws of _____ (name of state or commonwealth), and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ (name of entity) hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

By : _____

Print Name:

Title: _____